

IN THE MATTER between **NCHYP**, Applicant, and **AB**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a hearing before **Janice Laycock**, Rental Officer,

BETWEEN:

NCHYP

Applicant/Landlord

-and-

AB

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 17, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: RP, representing the Applicant
AB , the Respondent

Date of Decision: August 17, 2021

REASONS FOR DECISION

An application to a rental officer made by NCHYP as the Applicant/Landlord against AB as the Respondent/Tenant was filed by the Rental Office July 2, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The filed application was served on the Respondent by email deemed received July 25, 2021.

The Applicant claimed the Respondent had accumulated significant rental arrears and an order was sought for payment of the rental arrears, termination of the tenancy, and eviction.

A hearing was held August 17, 2021, by three-way teleconference. RP appeared representing the Applicant. The Respondent AB appeared.

Tenancy agreement

Evidence was provided establishing a tenancy agreement between NPR Limited Partnership and AB commencing on May 1, 2019, and continuing month to month. At the hearing it was clarified that the Landlord is now known as NCHYP.

I am satisfied that a valid tenancy agreement is in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The international lease ledger entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondent's rent account. The monthly rent is \$2,035. On August 17, 2021, just prior to the hearing, the Applicant provided the Rental Office with an updated ledger. These ledgers are available online to the Tenants and can be accessed anytime.

According to this ledger and the testimony of the Respondent, it is clear they have struggled to pay their full rent on time and they haven't paid any rent in some months. According to the ledger, in November 2020 the Respondent had a credit on their rent account of \$36.45. However, after not paying any rent in December 2020 and January and August 2021, and making only partial payments in other months, as of August 2, 2021 their rental arrears totalled \$7,033.39.

This amount includes late payment penalties that are consistent with the Act and section 3 of the *Residential Tenancies Regulations* (the Regulations). I am satisfied the updated lease ledger accurately reflects the status of the rental account as of August 2, 2021. I find the Respondent currently owes rental arrears totalling \$7,033.39.

Termination of the tenancy and eviction

In light of the Respondent's repeated failure to pay rent when due and the significant amount of rental arrears that have accumulated, I am satisfied that termination of the tenancy and eviction are justified. At the hearing the Respondent did not contest the amount owing and admitted that they or their guests had also been responsible for noise complaints last year. The Respondent testified they were actively working on securing funding to try to pay off their arrears and asked for some time to pay or to pack up.

The Applicant expressed a willingness to give the Respondent a chance to pay off their arrears, but reiterated that the Respondent had been in arrears for many months and despite efforts to contact them they had only recently taken steps to deal with the arrears.

Considering the Applicant's willingness and the Respondent's recent efforts and promises, the termination and eviction orders will be conditional on the Respondent paying rent for September 2021 when due and paying their total rental arrears in full by the end of September 2021.

Orders

An order will issue:

- requiring the Respondent to pay rental arrears in the amount of \$7,033.39 and to pay their rent on time in the future (p. 41(4)(a), p. 41(4)(b));
- terminating the tenancy agreement on September 30, 2021, unless the rent for September is paid when due and the rental arrears are paid in full (p. 41(4)(c), ss. 83(2)); and
- evicting the Respondent from the rental premises on October 1, 2021, if the termination of the tenancy becomes effective (p. 63(4)(a), ss. 83(2)).